

TERMS OF USE

1. General

The use of the *BIOCOPAC* website is subject to the user's acknowledgment of the terms of use set forth below. The *BIOCOPAC*-project partners consist of TECNALIA as website-owner and all project members. If the user does not accept the terms of use stated below, s/he may not use the *BIOCOPAC*-website. By using the *BIOCOPAC*-website, the user accepts the terms of use. Any violation of the terms of use set forth below and of the other legal provisions on the *BIOCOPAC*-website will automatically result in a withdrawal of the authorization to use the *BIOCOPAC*-website and obliges the violating party to destroy all materials retrieved from this website.

1.1 Copyright

Unless otherwise agreed in writing, the content offered on the *BIOCOPAC*-website as well as the information made available which is offered free of charge may only be used for non-commercial purposes and is copyrighted. They may not be reproduced, distributed, leased, lent or exploited in any other form. Any contravention may result in consequences under trademark law, copyright law, competition law or any other law. All exploitation rights under copyright law are only due to the *BIOCOPAC*-project partners. Please, also read the provisions of copyright law.

1.2 Privacy policy

The privacy policy of the *BIOCOPAC*-project is based on the principle of maintaining privacy and is mainly intended to protect personally identifiable information. Please, also read the provisions relating to the privacy policy.

1.3 Linking and framing

The use of links and of the framing technique is governed by the provisions on linking and framing. Please, read the statement on linking and framing.

1.4 Transmission of information

Users may subscribe to newsletters and transmit information on the *BIOCOPAC*-website. Information may also be provided by transmission of text contributions or by transmission of links to the editors of the *BIOCOPAC*-website. By transmitting information to the *BIOCOPAC*-website, the user automatically acknowledges the terms of use. The owner of this website will disclaim all liability whatsoever for errors during the transmission process and for the content of the information transmitted. By transmitting information to the editorial staff of the *BIOCOPAC*-website, the user expressly approves the use of information by the owner of the website and project partners. The approval refers to all forms of use whatsoever. The *BIOCOPAC*-project partners may in particular reproduce, distribute, delete, modify and publish elsewhere any information transmitted. The *BIOCOPAC*-project partners may monitor and control all transmitted or published information independent of its intended purpose. The owner has the right not to publish or to delete information irrespective of its content without stating any reason.

1.5 Hyperlinks

The *BIOCOPAC*-project partners will disclaim all liability whatsoever for linked websites and their content. They have no influence whatsoever on the design and modification of these websites and on the content offered thereon. The hyperlinks available on the *BIOCOPAC*-website are a service provided by the *BIOCOPAC*-project partners to users of the website. They allow quick access to information and facilitate the search for content. Hyperlinks on the *BIOCOPAC*-website refer to someone else's content, however, they do not judge such content in any manner whatsoever. The *BIOCOPAC*-project partners will particularly disclaim all liability whatsoever for the correctness, completeness, lawfulness, objectivity and topicality of this content. The access to information which is accessible through hyperlinks on the *BIOCOPAC*-website is only the user's responsibility. Please, read also the provisions on linking and framing.

1.6 Conclusion of agreement

Should the *BIOCOPAC*-website offer the use of services, this constitutes only a request to make an offer. The offer is made by the user of the *BIOCOPAC*-website. The *BIOCOPAC*-project partners expressly reserve the right to thoroughly review offers made or to refuse the offer without stating any reason. Silence is no acceptance of the offer.

1.7 Warranty

The *BIOCOPAC*-project partners will disclaim all liability whatsoever for the correctness, completeness, lawfulness, objectivity and topicality of the content offered on the *BIOCOPAC*-website. The *BIOCOPAC*-project partners may at any time and without prior notice make adjustments, modifications and deletions of the website in its entirety and of the content presented thereon. The *BIOCOPAC*-project partners expressly point out that users of countries whose jurisdictions do not or only restrictedly permit such disclaimers are not or only restrictedly subject to the aforementioned provisions (see liability).

1.8 Liability

The *BIOCOPAC*-project partners and partner companies as well as the third parties and companies with which the *BIOCOPAC*-project partners do business or maintain any other relationship will disclaim all liability whatsoever for any damage (in particular for positive damage, lost profit, frustrated expenses, data damage, data loss, business loss, enrichment claims, costs arising from legal consultation and execution of an agreement, etc) which are caused by the use of the website, by the provisional or permanent inability to use the website (downtime), by the limited availability of the website or of the content presented thereon, by the deficient presentation of content, by the presentation of someone else's content as well as by the presentation of hyperlinks on the *BIOCOPAC*-website. In case of any damage or destruction of hardware, software and other data stock caused by the use of the *BIOCOPAC*-website and its content respectively, the *BIOCOPAC*-project partners are not liable in any manner whatsoever. This provision (see applicable law) applies irrespective of the legal basis used in order to derive the claim, irrespective of the degree of fault and irrespective of the question whether the *BIOCOPAC*-project partners and partner companies and the third parties and companies with which the *BIOCOPAC*-project partners do business or maintain any other relationship were or should have been aware of a potential damage. In particular, no liability will be assumed either for claims under the agreement or for claims outside the agreement. The *BIOCOPAC*-project partners expressly point out that users of countries whose jurisdictions do not or only restrictedly permit such disclaimers are not or only restrictedly subject to the aforementioned provisions (see applicable law).

1.9 Applicable law

The *BIOCOPAC*-website is managed, operated and administered by the registered office of TECNALIA, which is situated in Spain, at *Paseo de Miketelegi 2 - Parque Tecnológico de San Sebastián, 20009 San Sebastián (Spain)*. The *BIOCOPAC*-website and the content presented thereon can be retrieved and used worldwide. The *BIOCOPAC*-project partners will disclaim all liability whatsoever for the lawfulness of the *BIOCOPAC*- website and the content offered thereon from the viewpoint of other jurisdictions and relevant provisions of other jurisdictions. The use of the *BIOCOPAC*-website and the content presented thereon in countries other than Spain is the user's exclusive responsibility. Compliance with relevant statutory provisions of other jurisdictions is the exclusive responsibility of the user. When using the *BIOCOPAC*-website, users have to comply in particular with relevant export provisions. In case of any contravention, the *BIOCOPAC*-project partners reserve all rights and will prosecute any violation under criminal and civil law.

1.10 Modifications

The *BIOCOPAC*-project partners may at any time and without notice adjust and update the terms of use under consideration. The respective version of the terms of use under consideration is binding and will be published on the *BIOCOPAC*-website. Users of the *BIOCOPAC*-website should regularly read the terms of use under consideration in order to keep track of any modifications.

2. Copyright statement

Any information and content (texts, charts, logos, video films, music pieces, etc) represented on the *BIOCOPAC*-website are copyrighted. The information and content represented on this website may not be used for any purpose other than for personal use. Unless agreed otherwise in writing, all rights of exploitation whatsoever are exclusively due to the author. In particular, the rights of reproduction, modification, distribution, lease, lending and sending in any form whatsoever are exclusively due to the author. The *BIOCOPAC*-project partners reserve all rights. Any violation of the copyright will be prosecuted.

3. Privacy statement

The website-owner puts particular emphasis on the privacy of each individual user. Anyone may visit the *BIOCOPAC*-website also without providing information. Personally identifiable information will only be collected if this is conducive to improving the usability of the *BIOCOPAC*-website and optimizing the collection of

information by the user, and in order to make available to users requested information on specific subjects also by e-mail.

The privacy statement is intended to inform users of the *BIOCOPAC*-website of the privacy policy and to advise them how such information is processed and treated. Users of the website may get special information, ask concrete questions relating to specific subjects and, inter alia, subscribe to a newsletter. For this purpose, the website-owner requires the user's e-mail address and information on his/her identity and fields of interest. The website-owner intends to permanently improve the offer on the website and to best possibly customize the information and the services offered to the users' requests and needs. That is why the website-owner uses the analyzing-software "Google Analytics".

3.1 The use of cookies

A cookie is a small file which certain websites visited by internet users write onto their hard disk. A cookie may contain only the personally identifiable information the user voluntarily provides. Under no circumstances are cookies able to read-out hard disks or to read cookies which were written onto the user's hard disk by others. The website-owner uses cookies in order to customize the offer of the *BIOCOPAC*-website to specific user needs and to structure the content on the *BIOCOPAC*-website so that the user may best possibly use such content. The website-owner also uses information which can be derived from the use of cookies in order to further improve the navigation structure of the *BIOCOPAC*-website and to optimize the user friendliness of our website. A large part of the *BIOCOPAC*-website may also be visited without cookies. The website-owner uses cookies only where this is absolutely necessary. Currently, the website-owner uses cookies only in order to enable users of the *BIOCOPAC*-website to log in to or to log out of the website. The browser may be set so that cookies may not be stored on the user's hard disk. Moreover, browsers may be configured so that the user is informed before cookies are accepted or that cookies are always rejected. Stored cookies may be deleted at any time. The files which contain cookies are usually filed in a special list of the browser.

3.2 Service-oriented processing and use of information

The website-owners processes and uses information in order to offer users best possible service and to optimally satisfy user-specific needs. This information helps us, for example, provide information requested by users and further improve our website. The *BIOCOPAC*-project partners might send out information on new project developments and also ask for an opinion on the development of the project. Users will always be able to prevent the provision of such information and to reject such information in the future. In this case, the *BIOCOPAC*-project partners will endeavor to its best knowledge and belief that no further information will be sent to those users. Moreover, any user may state in advance that s/he does not wish to receive such requests and information.

3.3 Disclosure of information

Personally identifiable information of the users of the *BIOCOPAC*-website which was transmitted to the *BIOCOPAC*-project partners online will generally be disclosed only to partner companies if such disclosure is conducive according to the aforementioned principles. The Web-Analyzing-Tool Google-Analytics, which is used by this website, is an exception there from (see below 3.5 Google-Analytics). In all other cases, personally identifiable information will be disclosed to third parties only with the prior consent of the respective user or by virtue of the law. The partner companies of the *BIOCOPAC*-project partners are bound by the privacy policy principles and by the letters of confidentiality, as are the *BIOCOPAC*-project partners itself. Information which is recorded online may also be linked with information which is provided by the user of the *BIOCOPAC*-website when collecting information.

3.4 Google-Analytics

This website uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies", which are text files placed on your computer, to help the website analyze how users use the site. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of this website. By using this website, you consent to the processing of data about you by Google in the manner and for the purposes set out above.

3.5 Advance information requiring approval

Under no circumstances will personally identifiable information which was transmitted online be used in a manner other than that described herein without advising the user concerned in advance and having obtained his/her approval.

3.6 Up-to-date data, information and correction

The website-owners endeavor to permanently update and correct personally identifiable information. Users may at any time inform the *BIOCOPAC*-project partners on any change of their personally identifiable information. The information will then be appropriately updated and corrected. Upon request, the *BIOCOPAC*-project partners will email the personally identifiable information the respective user delivered upon his/her registration on the *BIOCOPAC*-website.

3.7 Data security

The website-owner will use all its efforts to protect personally identifiable information according to state of the art from adventitious and unlawful destruction and from loss, and will endeavor to use information properly and not to grant access to unauthorized parties. Critical information will only be stored in encrypted form.

3.8 Data secrecy

The website-owners employees are obliged to keep data confidential also after termination of their employment.

4. Linking and framing

4.1 Links from other websites to the *BIOCOPAC*-website

The website-owner allows all links which do not change the content of the *BIOCOPAC*-website in any manner and fully sustain the identifiability of the origin of such content and present the linked *BIOCOPAC*-website in its entirety. Any content of websites which contain links to the *BIOCOPAC*-website has to comply with applicable legal provisions, in particular those of competition law, copyright law, trademark law and criminal law. Such websites may not incorrectly state the relationship to the *BIOCOPAC*-project partners. The use of the *BIOCOPAC*-logos requires the prior written consent of the website-owner. Any content of the *BIOCOPAC*-website may not be presented by using frames. Links to websites with unlawful content are not permitted. The *BIOCOPAC*-project partners reserve all rights in case links are established to websites with content contrary to competition law, copyright law, trademark law or any other law. Linkings of websites with insulting, obscene, immoral or otherwise controversial content are not permitted.

4.2 Links from the *BIOCOPAC*-website to other websites

Links of other websites with the *BIOCOPAC*-website will not change someone else's content in any form whatsoever, will fully sustain the identifiability of the origin of someone else's content and present the linked website in its entirety. If someone else's content is presented, a new browser window will open and the framing technique will not be applied. The *BIOCOPAC*-project partners will not assume any responsibility whatsoever for the lawfulness of the content of someone else's website to which the *BIOCOPAC*-project partners are linked. The *BIOCOPAC*-project partners will in particular not assume any responsibility for any subsequent change of such content.

4.3 Publication of links on the *BIOCOPAC*-website by users of the website

Users of the *BIOCOPAC*-website may, inter alia, publish links to other websites. These links will be transmitted by electronic data transmission. The *BIOCOPAC*-project partners have no opportunity to verify the lawfulness of links transmitted in this manner and to exert influence on the transmission process. The *BIOCOPAC*-project partners will not assume any responsibility for links that are published on the *BIOCOPAC*-website that way and refer to websites with unlawful, insulting, obscene, immoral or otherwise controversial content. The responsibility for such links is exclusively due to the user who transmitted this link. The *BIOCOPAC*-project partners reserve all rights towards the transmitter.